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Insurance Company  
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10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA

12 SUSANNE BRYANT,

13 Plaintiff,

14 vs.

15 STANDARD INSURANCE COMPANY,  
16 an Oregon corporation, and DOES I  
through V; and ROES I through V,  
17 inclusive,

18 Defendants.

No. 2:15-cv-00199-JCM-GWF

**STIPULATION FOR ENTRY OF  
PROTECTIVE ORDER**

19 Plaintiff Suzanne Bryant seeks discovery containing information that defendant  
20 Standard Insurance Company maintains is confidential and proprietary business  
21 information. Standard contends that the production of confidential and proprietary  
22 documents without a Protective Order will cause irreparable harm. To facilitate  
23 discovery, the parties stipulate to the entry of the attached Stipulated Protective Order  
24 to provide a mechanism to designate documents as “confidential” and to regulate their  
25 use in this litigation.  
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1 DATED this 17<sup>th</sup> day of July, 2015.

2 LAW OFFICE OF JULIE A. MERSCH LEWIS ROCA ROTHGERBER LLP

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4 By /s/ Julie A. Mersch (with permission)

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By /s/ Ann-Martha Andrews

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Las Vegas, Nevada 89169  
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10 IT IS SO ORDERED:

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13 GEORGE FOLEY, JR.  
14 United States Magistrate Judge

15 Dated: July 21, 2015  
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10 UNITED STATES DISTRICT COURT  
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12 SUSANNE BRYANT,

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14 vs.

15 STANDARD INSURANCE COMPANY,  
16 an Oregon corporation, and DOES I  
through V; and ROES I through V,  
17 inclusive,

18 Defendants.

No. 2:15-cv-00199-JCM-GWF

**PROTECTIVE ORDER**

19 To expedite the flow of discovery material, facilitate the prompt resolution of  
20 disputes over confidentiality, adequately protect confidential and/or proprietary  
21 material, and ensure that protection is afforded only to material so designated, pursuant  
22 to the Court's authority under Fed. R. Civ. P. 26(c), IT IS ORDERED:

23 1. Confidential Documents. This order shall govern all documents  
24 produced or exchanged that are stamped or otherwise marked with the legend  
25 "SUBJECT TO PROTECTIVE ORDER IN BRYANT V. STANDARD." Pursuant to Fed. R. Civ.  
26 P. 26(c), the "confidential" designation under this order shall be used consistent with the  
27 legitimate business interests of the parties to protect documents or information that may  
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1 contain trade secrets or other confidential research, development, or commercial  
 2 information, as well as the legitimate privacy interests of non-parties. Other individuals  
 3 or entities producing documents or information in this lawsuit, including individuals or  
 4 entities responding to subpoenas, may use the “confidential” designation under this Order  
 5 consistent with their legitimate interests to protect information that they deem to be  
 6 confidential or proprietary.

7       2.     Scope of Confidential Designation. The special treatment accorded the  
 8 document(s) designated “confidential” under this Order shall reach:

- 9           (a)    All documents currently or hereafter designated “confidential”  
 under this Order;
- 10          (b)    All copies, extracts, and complete or partial summaries prepared  
 from such documents;
- 11          (c)    Any portion of a deposition transcript or exhibit, or portion  
 12 thereof, that discusses or refers to such documents, copies,  
 extracts or summaries; and,
- 13          (d)    Any portion of any discovery answer or response, affidavit,  
 14 declaration, brief, or other paper filed with the Court, or as an  
 exhibit to such paper, that discusses or refers to such documents,  
 15 copies, extracts or summaries.

16       3.     Restrictions on Disclosure of Confidential Documents. Except with prior  
 17 written consent of all parties asserting confidential treatment, and except as provided  
 18 elsewhere in this Order, documents designated “confidential” under this Order and all  
 19 information contained in them or derived from them, may not be disclosed to any  
 20 person other than:

- 21           (a)    The parties and counsel of record for the parties;
- 22           (b)    Secretaries, paralegal assistants, and all other employees of such  
 counsel who are assisting in the prosecution and/or defense of this  
 lawsuit;
- 23           (c)    Designated testifying experts;
- 24           (d)    Consulting experts;
- 25           (e)    Actual or potential deposition or trial witnesses in this action, to  
 26 the extent reasonably necessary to prepare the witnesses to testify  
 concerning this lawsuit. In no event, however, shall disclosure be  
 27 made under this subparagraph to any witness who is or has been  
 employed by or associated with any competitor or customer of the  
 28 defendants unless the confidential documents in question were  
 written by, seen by or copied to such witness; and,

1 (f) The Court and its employees, the triers of fact, court reporters  
2 transcribing testimony and notarizing officers.

3 “Disclosure” is intended to be interpreted broadly, and means copying (including  
4 handwritten copies), exhibiting, showing, communicating, describing, allowing access  
5 to, or otherwise releasing to any person the documents subject to this order or any of  
6 these documents’ content, except as expressly authorized by this Order.

7 4. Review of Own Confidential Documents. The restrictions of this Order  
8 shall not apply to parties or nonparties, and their employees, attorneys, experts or their  
9 authorized agents, when reviewing their own confidential documents.

10 5. Certification of Compliance. Prior to disclosing any confidential  
11 information, materials, or documents to any individual identified in paragraphs 3(c)-(e)  
12 above, a party shall provide said individual with a copy of this Order and a copy of the  
13 Declaration Re Protective Order attached hereto as Exhibit A. The individuals  
14 identified in paragraphs 3(c)-(e) shall sign the Declaration Re Protective Order prior to  
15 being granted access to confidential information, materials, or documents. With respect  
16 to the individuals identified in paragraphs 3(c) and 3(e), a copy of the signed  
17 Declaration Re Protective Order shall be provided to the other party within five days of  
18 disclosure. With respect to the individuals identified in paragraph 3(d), a copy of the  
19 signed Declaration Re Protective Order shall be provided to the other party at the close  
20 of the litigation, but prior to dismissal of the action. If an individual’s status under  
21 paragraph 3(d) changes during the litigation, a copy of the signed Declaration Re  
22 Protective Order shall be provided to the other party within five days of disclosure of  
23 the individual.

24 6. Notice of Breach. It shall be the obligation of counsel, upon hearing of  
25 any breach or threatened breach of this Order by any person, promptly to notify  
26 counsel for the opposing and producing parties of such breach or threatened breach.

27 7. Use of Confidential Documents at Depositions. Documents designated  
28 “confidential” under this Order, and all information contained in them or derived from

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1 them, may be used or referred to at depositions, in accordance with the provisions of  
2 this Order. Any confidential documents marked as deposition exhibits shall be  
3 stamped "CONFIDENTIAL" and sealed separately from the remainder of the  
4 deposition transcript and exhibits. When a party uses or refers to confidential  
5 documents or other information at a deposition, the portion of the deposition transcript  
6 that relates to such documents or information shall be sealed separately from the  
7 remainder of the transcript and shall be treated as confidential under the provisions of  
8 this Order.

9 8. Designating Portions of Deposition Transcripts Confidential. Any party  
10 may, within 15 days after receiving a deposition transcript, designate portions of the  
11 transcript, or exhibits to it, as confidential. At the deposition, the parties will attempt  
12 in good faith to preliminarily identify and designate confidential testimony and exhibits  
13 without prejudice to their right to so designate other testimony or exhibits or withdraw  
14 such designation after receipt of the transcript. Confidential deposition testimony or  
15 exhibits may be so designated by stamping the exhibits "CONFIDENTIAL" or by  
16 underlining the portions of the pages that are confidential and stamping such pages  
17 "CONFIDENTIAL." Until expiration of the 15-day period, the entire deposition  
18 transcript, and all exhibits to it, will be treated as confidential under the provisions of  
19 this Order. If no party or nonparty timely designates testimony or exhibits from a  
20 deposition as being confidential, none of the deposition testimony or exhibits will be  
21 treated as confidential. If a timely confidential designation is made, the confidential  
22 portions and exhibits shall be stamped confidential and sealed separately from the  
23 portions and exhibits not so marked, and shall be treated as confidential under the  
24 provisions of this Order.

25 9. Use of Confidential Documents in Papers Filed with the Court.  
26 Documents designated "confidential" under this Order, and all information contained  
27 in them or derived from them, may be discussed or referred to in pleadings, motions,  
28 affidavits, briefs or other papers filed with the Court, or attached as exhibits to them,

1 provided that such confidential documents and information, and any portion of any  
2 paper filed with the Court that discusses or refers to them, are filed under seal pursuant  
3 to the procedures set forth in LR 10-5(b). Unless otherwise permitted by statute, rule  
4 or prior court order, papers filed with the court under seal shall be accompanied by a  
5 contemporaneous motion for leave to file those documents under seal.

6 Notwithstanding any agreement among the parties, the party seeking to have the  
7 paper sealed bears the burden of overcoming the presumption in favor of public access  
8 to papers filed in court. The party who originally designated the documents as  
9 “confidential” will bear the burden of requesting that the designated documents remain  
10 under seal.

11 10. Use of Confidential Documents in Court. Documents designated  
12 confidential under this Order, and all information contained in them or derived from  
13 them, may be used or offered into evidence at the trial of this suit, or at any court  
14 hearing in this litigation, provided that:

- 15 (a) Sufficient advance notice is given to permit the designating party  
16 or nonparty to seek additional protections or relief from the Court  
17 if desired; and  
18 (b) The confidential documents and information, and any portion of  
19 any transcript or court paper where they are discussed or referred  
20 to, are filed under seal with the Clerk of this Court.

21 11. Litigation Use Only. All documents produced in this suit that are  
22 confidential under this Order and all information contained in them or derived from  
23 them, shall be used solely for the preparation and trial of this suit (including any  
24 appeals and retrials), and shall not be used for any other purpose, including business,  
25 governmental or commercial, or in any other administrative, arbitration or judicial  
26 proceedings or actions.

27 12. Non-Termination and Return of Documents. The provisions of this  
28 Order shall continue to apply to all confidential documents and information after this  
suit has been terminated. Within 30 days after final conclusion of all aspects of this  
litigation, all confidential documents and all copies of the same (other than exhibits of

1 record) shall be returned to the defendant or the person that produced such documents  
2 or, at the option of the producer (if it retains at least one copy of the same), destroyed.  
3 All counsel of record shall make certification of compliance herewith and shall deliver  
4 the same to counsel for the party who produced the documents not more than 60 days  
5 after final termination of this litigation. Alternatively, the producing party may agree  
6 in writing on appropriate methods of destruction. This provisions of this paragraph do  
7 not apply to copies of pleadings or motions filed with the Court.

8 13. Objections. If a party deems that materials to be disclosed are  
9 confidential and subject to the protective order, the disclosing party shall first notify  
10 the opposing party of its intention to so designate the disclosed materials as  
11 confidential and subject to the protective order. Nothing in this order shall prevent any  
12 party from objecting to a confidential designation that it believes to be improper and  
13 from seeking judicial intervention as to the designation of such materials as  
14 confidential and subject to the protective order. However, the parties shall treat all  
15 documents designated as confidential in accordance with the requirements of this  
16 Order during the pendency of any motion or other procedure undertaken by the  
17 objecting party.

18 14. Subpoena by Other Courts or Agencies. If another court or an  
19 administrative agency subpoenas or orders production of confidential documents that a  
20 party has obtained under the terms of this Order, such party shall immediately notify,  
21 prior to any production of such documents under the subpoena, the party who  
22 designated the document as confidential of the service of such subpoena or order, and  
23 provide that party with sufficient time in which to object.

24 15. No Admissions. Nothing contained in this Order, nor any action taken in  
25 compliance with it, shall:

- 26 (a) Operate as an admission by any party that a particular document  
or information is, or is not, confidential;
- 27 (b) Operate as an admission by any party that a particular document  
28 is, or is not, subject to discovery or admissible into evidence at the  
trial of this suit.



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**IT IS SO ORDERED:**



**GEORGE FOLEY, JR.**  
**United States Magistrate Judge**

**Dated: July 21, 2015**

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Las Vegas, NV 89169-5996

**LEWIS ROCA**  
**ROTHGERBER**

**EXHIBIT A****DECLARATION RE PROTECTIVE ORDER**

I, \_\_\_\_\_, hereby certify that I have read, reviewed and understand the Protective Order entered in the above-captioned matter, and I agree to abide fully and be bound by its terms with respect to any documents, materials or information designated or marked "SUBJECT TO PROTECTIVE ORDER IN BRYANT V. STANDARD" under the Protective Order that is furnished to me in any manner.

I agree not to disclose to anyone any documents, materials or information designated or marked "SUBJECT TO PROTECTIVE ORDER IN BRYANT V. STANDARD" other than as set forth in the Protective Order.

I agree not to make any copies of any documents, materials or information designated or marked "SUBJECT TO PROTECTIVE ORDER IN BRYANT V. STANDARD" except in accordance with the Protective Order and to return all confidential documents to the party or attorney who provided them and to return or destroy all copies.

I agree not to make use of any confidential document under the Protective Order provided in this litigation for any purpose outside of this litigation.

I hereby consent to be subject to the personal jurisdiction and venue of the above-captioned Court with respect to any proceeding related to the Protective Order.

DATED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Name

Address:

Phone No:

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Las Vegas, NV 89169-5996

**LEWIS ROCA  
ROTHGERBER**